

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

CHRIS CARDONI, WESLEY  
WEBB, TERRY BLAIN, and  
BILLY SHAFFER

VS.

PROSPERITY BANK, ERIC DAVIS,  
AND ANTHONY DAVIS

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CIVIL ACTION NO. 4:14-cv-01946

**ORDER GRANTING PLAINTIFFS’  
CONDITIONAL MOTION FOR PARTIAL SUMMARY JUDGMENT**

The Court has considered the Plaintiffs’ conditional motion for partial summary judgment regarding Texas Business and Commerce Code bar of damage claims. The motion is GRANTED. It is therefore

ORDERED that the Employment Agreements of Plaintiffs Chris Cardoni, Wesley Webb, Terry Blain, and Billy Shaffer (the “Agreements”) must be reformed to exclude the non-competition provisions, Sections 6.3 (a) and (b). It is further

ORDERED that the non-solicitation provision (Section 6.3(c)) contained in the Agreements of Plaintiffs Chris Cardoni, Wesley Webb, Terry Blain, and Billy Shaffer are unreasonably broad and must be reformed. It is further

ORDERED that Prosperity Bank is barred from recovering monetary damages for any breach of the Agreements by Plaintiffs Chris Cardoni, Wesley Webb, Terry Blain, and Billy Shaffer prior to reformation of the Agreements, upon the entry of final judgment, pursuant to Tex. Bus. & Comm. Code § 15.51(c).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

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HONORABLE GRAY H. MILLER  
U.S. DISTRICT JUDGE